Government of Madras

REVENUE (SPECIAL) DEPARTMENT

G.O. No. 181, 2nd February 1921

Forests—Lease.

Honnametti estate, Kollegal division, Coimbatore district — Mr. R. C. Morris—Renewal sanctioned.

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READ—the following paper :—

Letter—from the Hon'ble Mr. S. Cox, I.F.S., Chief Conservator of Forests.
To—the Secretary to Government, Revenue (Special) Department.
Dated—the 10th November 1920.
No.—Ref. 2754/20-1.

I have the honour to submit for the orders of Government letter from the Collector of Coimbatore, dated 13th August 1920, soliciting sanction for the renewal of the lease of the Honnametti estate to Mr. R. C. Morris from date of the expiry of the present lease in 1927.

2. The circumstances relating to the lease of the Honnametti estate have been fully set forth in paragraphs 2 to 4 of my letter No. 1928/20-1, dated 1st July 1920, to which reference is requested. There is no question here of granting a new lease as in the case of Mr. Kinlock dealt with in this reference. What the Collector seeks is a settlement of the terms on which the existing lease should be renewed, when its term expires in 1927. It seems but fair that the lessee who has sunk a large amount of capital in the development of the estate should know beforehand, the probability of the renewal of the lease and the terms on which it would be possible to do so. I agree in the Collector's views.

3. The points noticed in the Collector's letter are dealt with *seriatim* below :—

(i) *The period for which the lease should be renewed.*—The Collector states that the lease may be renewed for a period of thirty years, if not for forty, and that he would personally recommend the latter so as to give the lessee a total tenure of sixty years as for the Anamalai leases. The Conservator supports the Collector's recommendation.

Sixty years would mean two terms under Anamalai leases. Under clause 2 of the preamble and clause 51 of the model lease submitted herewith, the first period of the lease is thirty years, and from the expiration of this term the lessee can take a renewed lease for a further term of thirty years. To make up the sixty years the Collector is apparently inclined to extend Mr. Morris' lease for forty years. This lease and the Anamalai leases are not concurrent, and there is no particular argument in increasing the period of renewal by another ten years. It would be equitable to renew the lease for a further period of thirty years.

(ii) *Rent to be levied on the renewed lease.*—The system under Mr. Morris' lease and that under Anamalai leases are different. Mr. Morris pays, for the first five years, 8 annas per acre and for the remaining fifteen years Rs. 2 an acre, whereas Anamalai lessees pay progressive rent as follows :—

First five years	8 annas an acre.	
From 6th year to 14th year ..	Rs. 2 an acre on extents ranging from 6/100ths to 54/100ths of the land and 8 annas an acre on the rest of the land.	
From 15th year onwards ..	Rs. 2 an acre on 60/100ths of the land, 8 annas an acre on the remaining 40/100ths of the land.	Average of Rs. $1\frac{2}{5}$ an acre
In case of renewal	Rs. 4 an acre on 60/100ths and 8 annas an acre on the rest of the land.	Average Rs. $2\frac{3}{5}$ an acre.

To equalize the rent payable under these two systems, the Collector proposes that Mr. Morris' rent may be fixed at Rs. 2 an acre in which event he would pay for sixty years, at least not less than the Anamalai lessees.

The Conservator would limit the rental to an average of Rs. $1\frac{2}{5}$ per acre for the first period and Rs. $2\frac{3}{5}$ per acre for the extension period. This recommendation is not clear. There is no question now of reducing Mr. Morris' rent during the currency of the present lease. The immediate question is whether his lease should be renewed and if so, at what rental. The question of refixing the present rental does not therefore arise. Considering the fact that Government have spent no money in opening up the country in Gundila valley and that the maximum rent on the Anamalais where Government money has been spent, is Rs. $2\frac{3}{5}$ per acre on the average and the fact that Mr. Morris has paid an all round rate of Rs. 2 per acre since the sixth year of his lease, the same rate of Rs. 2 per acre seems reasonable for the extension period of thirty years.

(iii) *Terms of the extended lease.*—The general terms of the lease should be similar to those of Anamalai leases. The Collector, while agreeing to this, raises a few points with regard to the lessee's rights and obligations which are set out below :—

(1) *Part II of the model lease, Clause 2—Liberty to plant.*—Under the present lease Mr. Morris can plant rubber and such other catch crops.. As stated in paragraph 2 of my letter No. 1928/20-1, dated 1st July 1920, the Board has, in its Proceedings No. 789, dated 18th August 1913, conceded that Mr. Morris can cultivate coffee, tea, cocoa, cinchona, cardamoms, pepper, rubber and other plantation products —vide clause 2 of the model lease. The Collector proposes therefore that Mr. Morris may be permitted to cultivate coffee, cardamoms, pepper and rubber, the rest of the products being out of question in the locality. He prohibits tea altogether. The Conservator, however, would not restrict the owner's discretion as proposed by the Collector.

I agree with the Conservator in so far as I would make the conditions similar to those on the Anamalais.

(2) *Part III of the model lease—Exceptions—Clause 9.*—This clause prevents the lessee from cutting excepted trees mentioned in the third schedule to the model lease. The Collector states that he would find out from the District Forest Officer what trees should be excluded in respect of Mr. Morris' land.

I consider that all reference to trees should be cut out—vide clauses 9, 15, 16, 45, 46, 47 and 48 of the model lease. These restrictions suitable in the Anamalais do not seem necessary for a small estate of 200 and odd acres which has been fully developed.

(3) *Part V—Rents.*—The Collector states that he sees no reason to recommend a progressive scale for Mr. Morris' lease. This point has already been mentioned in paragraph (ii) above.

(4) *Part VII—Lessee's Covenants—Clause 36—Demarcation of boundaries.*—The Collector proposes to omit this clause. It requires the lessee to clear and demarcate the boundaries of the land within six months from the date of the lease, and to do so from time to time within three months of a requisition from the Collector. Apparently the Collector does not consider it necessary to insist upon this clause on the ground that the extent in Mr. Morris' possession is known (220 acres) and that no demarcation is necessary. However, since there is a likelihood of the boundary line being overgrown and covered with vegetation, it may be necessary now and again to clear the line, in order to prevent encroachments.

I consider that the first part of the clause may be omitted but the second part dealing with the obligation of the lessee to clear his boundaries from time to time should be retained.

(5) *Part VIII—Lessor's Covenants—Clause 51.*—The Collector considers that this clause may be omitted. It provides that the lessee can take a renewed lease for a further term of thirty years. Since the present case is in itself a renewal of the twenty years' lease originally granted, clause 51 is unnecessary and may be deleted.

(6) *Part IX—Mutual Covenants—Clause* 53.—The Collector considers this clause unnecessary. It provides that in case excess area is discovered in the possession of the lessee at any time during the currency of the lease and if it is more than 2 per cent or one acre whichever is greater, the lessee should pay additional rent, while, if there is deficit area to an extent of 2 per cent or one acre whichever is greater, the lessee should get a reduction of the rent.

I agree with the Collector and would omit the clause altogether. It is suitable for the Anamalais where doubt exists about area for years after the estates have been opened up; but the present is a case of an estate which has been in occupation for 13 years and whose boundaries and area are well known.

4. Subject to these remarks the model lease used in respect of Anamalai lands may be adopted in the present case as proposed by the Collector.

5. The Collector has also suggested that the lease proposed to be renewed may cover the additional extent of 25 acres sanctioned by the Board in its Proceedings No. 80, dated 31st January 1919, in favour of Mr. Morris. There seems no objection to this proposal. It is preferable to have a single lease executed, as suggested, for the same period subject to the same conditions.

Enclosures.

(i)

Letter—from F. B. Evans, Esq., I.C.S., Collector of Coimbatore.
To—the Chief Conservator of Forests, Madras.
Dated—the 13th August 1920.
No.—R.O.C. 1919-Rev.

[Your No. 306, dated 23rd June 1920—Lease—Honnametti Estate—Doddasampagai Reserve.]

In pursuance of the previous correspondence, I now recommend that the sanction of Government may be obtained to the renewal of the lease of the Honnametti estate to Mr. Morris from the date of the expiry of the present lease in 1927.

2. The facts have already been explained in Mr. Turing's letter, dated 11th May 1920 and the new lease cannot be executed till the expiry of the present lease in 1927. But for the reasons already given, I understand that you agree that the Government should now settle definitely whether renewal is to be given and the exact terms of the renewal.

3. The first question that arises is the period of the renewal. Mr. Morris asks for a 99 years' lease now. You have approved the proposal that the general terms of the lease should be similar to those on the Anamalais. The Anamalai leases are for thirty years with the option of renewal for thirty years. Mr. Morris' present lease is for twenty years. As regards his right of renewal, the terms of Mr. Morris' lease are peculiar. The tenure is for "twenty years from the 5th day of September 1907," and condition (*b*) says:

"the lease shall run for twenty years; on the expiry of which time, the land shall be resumed or with the consent of the lessor renewed lease may be taken for a fresh term, at the option of the lessee."

I should interpret this to mean that the lessee has an option of renewal for twenty years; but I would recommend that the term of the renewed lease be at least for thirty years, if not for forty. I personally recommend the latter, so as to give the lessee a total tenure of sixty years as for the Anamalai lessees.

4. As regards the rent to be charged, Mr. Morris paid 8 annas an acre for the first five years and has to pay Rs. 2 an acre for the other fifteen years of his lease. In the Anamalai leases, the rent is progressive. In the fifteenth and subsequent years, the lessee has to pay Rs. 2 an acre on 6/10ths of the area and 8 annas an acre on the rest, that is, an average of Rs. 1 $\frac{2}{5}$ an acre; this amount is paid for the last fifteen years of the lease. On renewal, the rent may be enhanced up to a maximum of Rs. 2 $\frac{2}{5}$ an acre. I would recommend that the rent for Mr. Morris' renewal be fixed at Rs. 2 an acre. He will then, for sixty years, pay at least not less than the Anamalai lessees. I should note, however, that the initial price paid by Mr. Morris for the 220 acres granted to him was Rs. 5, whereas the initial price paid by the Anamalai planters was Rs. 25 an acre. In Mr. Morris' case, this initial price was considered to be a rough valuation of the trees, and his land apparently contained considerably less valuable timber than the Anamalai lands. The rent for the neighbouring estates leased in Mysore is, I understand, only one rupee an acre, but it will probably be enhanced. It is very difficult to know on what basis to proceed in making a recommendation for rent, and I have therefore followed your proposal to take the Anamalai leases as the guide. I should add that I have had a conversation with Mr. Morris and understand that he would agree to pay Rs. 4 an acre on the whole extent if the Government think fit to require it, and I do not think that such a charge would be excessive.

5. You have stated that the general terms of the lease should be similar to those of the Anamalai leases. The form will, of course, have to be different for a renewal. The following

questions arise with regard to the rights and obligations under the lease. I will take the terms of the Anamalai leases in order—

6. *Part II—Liberties to the lessee.*—(2) *Liberty to plant.*—Mr. Morris' original lease entitled him only to plant rubber and such other catch crops as he desired. But the legal advisers of Government decided that this did not prevent him from cultivating coffee—B.P. Mis. No. 789, dated 18th August 1913. From the forest point of view there is, I think, no doubt that coffee as it is planted on the estate is as advantageous as rubber. Tea should, I think, certainly not be allowed. Cocoa is not likely to be planted nor cinchona. Cardamoms, need not, I think, be objected to. Pepper is not likely to be planted though I do not think there is very much objection to it. In the renewed lease, I would suggest that the lessee be allowed to plant coffee, cardamoms, pepper and rubber.

7. Liberties 3, 4 and 5 may be reproduced with the necessary local adaptation.

8. *Part III—Exceptions.*—I think all these may be reproduced. There is not much likelihood of a public road being carried through the estate, but there is no harm in having the power. As to exception 9, I will ask the District Forest Officer what trees should be included in the third schedule. I think that there are very few of the trees mentioned in the Anamalai schedule in Honnametti.

9. *Part IV—Reservations.*—I think all these (paragraphs 11—22) may be included in the lease, though there is not much likelihood of their being used.

10. *Part V—Rents.*—These provisions will be adapted according to the decisions of Government as to the rents payable under the renewed lease. I see no reason to recommend a progressive rent.

11. *Part VI.*—These provisions may be included.

12. *Part VII—Lessee's covenants.*—These also may be included with the exception of paragraph 36.

13. *Part VIII—Lessor's covenants.*—These also may be included, with the exception of paragraph 51, in the covenant for renewal.

14. *Part IX—Mutual covenants.*—Paragraph 53 is unnecessary, but the others may be included.

15. Mrs. Morris, the mother of Mr. R. C. Morris, the present lessor of Honnametti and the widow of Mr. Randolph Morris, has got a lease of 25 acres adjoining the Honnametti estate. Her lease expires with the expiry of the Honnametti lease, and it was stated in the Board's Proceedings sanctioning it—Forest No. 80, dated 31st January 1919—that if the Honnametti lease was renewed, the question of granting a single lease for the two areas may be considered. I accordingly recommend that the lease for the 25 acres granted to Mrs. Morris be renewed from 1927 when the Honnametti estate lease expires, for the same period and under the same terms as the lease of the Honnametti estate to 220 acres and that a single document be made to cover both if, at the time of renewal, both areas are held by the same person.

(ii)

This Indenture made the day of One thousand nine hundred and

Parties.

between the Right Honourable the Secretary of State for India in Council (hereinafter called "the Lessor" which expression shall be taken to mean and include the said Secretary of State for India in Council and his successors in office and assigns except when the context requires another or different meaning) of the one part and

(hereinafter called "the Lessee" which expression shall be taken to mean and include the said his heirs, executors, administrators, representatives and assigns except when the context requires another or different meaning) of the other part.

Whereas the lessee has agreed with the lessor through the Collector of the district of Coimbatore acting for and on behalf of the lessor for the purchase at the price of Rs. of the right to occupy for the purposes of cultivating thereon coffee, tea, cocoa, cinchona, cardamoms, pepper, rubber and other plantation products for a term of thirty years the piece of land described in the first part of the first schedule hereunder written subject to the rents hereinafter reserved and to the covenants by the lessee and conditions hereinafter contained.

Recitals of agreement for purchase of right to occupy and in schedule.

And whereas in pursuance of such agreement the lessee has paid to the said Collector acting as aforesaid the sum of Rs.

That lessee has paid consideration.

And whereas for the purpose of carrying the said sale into effect the lessor has agreed to execute in favour of the lessee such a lease of the said piece of land as is hereinafter contained.

Of agreement for lease.

And whereas the lessee has occupied the said piece of land under terms of an agreement to lease from to which period shall be included in the period of the lease and reckoned as such in calculating the amount of rent due.

And whereas all rents and other payments due to the lessor up to under the terms of the agreement to lease have been paid by the lessee and accepted by both parties as in final settlement of all sums due up to the aforesaid date.

Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the aforesaid sum of rupees (the receipt whereof is hereby acknowledged) and in consideration of the rents and lessee's covenants hereinafter reserved and contained the Lessor doth hereby demise unto the lessee the piece of land described in the first part of the first schedule hereunder written and delineated in the plan thereof hereunto annexed together with the liberties, powers and privileges to be exercised in connection with the said piece of land which are mentioned in the second part of the said first schedule with the exceptions which are mentioned in the third part of the said first schedule subject to the reservations and conditions which are specified in the fourth part of the said first schedule.

Witness.

Demise.

Parcels.

To hold the said piece of land and premises hereby demised or intended so to be unto the Lessee from the day of 19 for the term of thirty years thence next ensuing yielding and paying therefor to the Lessor the several rents and sums of money mentioned and specified in the fifth part of the said first schedule subject to the provisions relating to the said rents expressed in the sixth part of the said first schedule and the Lessee doth hereby covenant with the Lessor as in the seventh part of the said first schedule is expressed and the Lessor doth hereby covenant with the Lessee as in the eighth part of the said first schedule is expressed and it is hereby mutually agreed and declared by and between the parties hereto as in the ninth part of the said first schedule is expressed and it is hereby declared that the schedules hereunder written shall be deemed part of these presents and be read and construed accordingly.

In witness whereof Collector of the district of Coimbatore by order and direction of His Excellency the Governor in Council of Fort St. George given under section 18 of the Madras Forest Act V of 1882 for and on behalf of the Lessor and the Lessee have hereunto set their respective hands the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

Part I.—The Land demised by this lease.

Registration district.	Sub-Registration district.	Village.	Survey numbers.	Boundaries.	Area.

Part II.—Liberties to the Lessee.

2. Liberty to the lessee to plant said piece of land with coffee, tea, cocoa, cinchona, cardamoms, pepper, rubber and other plantation products but not with any other produce and to cultivate such coffee, tea, cocoa, cinchona, cardamoms, pepper, rubber and other plantation products and to pick, tap and take the crops or produce thereof.

To plant and cultivate.

3. Liberty to the lessee to cut and fell for the purpose of clearing the said piece of land or for the purpose of erecting any building or constructing any road thereon all underwood and all timber and other trees growing on the said piece of land and to make use of the underwood cuttings, timber and other trees which shall be so cut down or felled or to dispose of the same for the lessee's own benefit. Provided that the lessee shall not sell or transport or allow to be transported beyond the limits of the Anamalai forest any timber so cut or felled except as is hereinafter expressly provided.

To cut timber.

4. Liberty to the lessee to select any timber from that so cut or felled and to transport same to depots adjoining Government roads at points to be fixed by the District Forest Officer of South Coimbatore (hereinafter referred to as the District Forest Officer).

To use minor forest produce.

5. Liberty to the lessee to enjoy the free use of the minor forest produce of the said piece of land subject to the conditions that he shall not sell or barter the same and that the right of collecting the produce for purposes of trade shall continue to vest in the Forest department through the agency of the Kaders and other hill tribes and that the lessee shall at all times allow any Kaders and members of other hill tribes of the Anamalai hills with the written authority of the District Forest Officer to enter upon the unopened parts of the said piece of land for the purpose of collecting and taking away any such minor produce and any servants of the Government of Madras (hereinafter referred to as the Government) respectively with the like authority to use any water passing through the said piece of land for domestic purposes and for their animals. The chief items of minor produce are specified in the second schedule hereunder written but such schedule is not to be held to be exhaustive.

Part III.—Exceptions.

Except land required for a public road.

6. Except so much of the said piece of land as shall be required by the lessor to construct a public road of twenty feet in width throughout the said piece of land together with forty feet of the said piece of land on either side of such road.

And branch roads.

7. AND except so much of the said piece of land as shall from time to time be required by the lessor to enable the lessee of any neighbouring land or the Local Fund Board of Coimbatore to construct upon or through any part of the said piece of land hereby demised any branch road or roads which shall have been approved of by the Collector for the time being of the district of Coimbatore (hereinafter referred to as "the Collector.")

Of minerals.

8. AND except all quarries, mines, stone, gravel, sand, clay, brick-earth, gold, silver and other minerals and precious stones in and under the said piece of land.

And certain trees.

9. And except all such trees of the respective kinds mentioned in the third schedule hereunder written as are upon so much of the said piece of land as shall not have been cleared.

And elephant's tusks.

10. AND except the tusks of all elephants killed upon the said piece of land.

Part IV.—Reservations.

11. Reserving unto the lessor and all persons duly authorized by the Government or any officer thereof on behalf of the lessor.

Liberty to construct roads.

12. Liberty at all times during the term hereby granted to enter upon the said demised piece of land and to make and maintain all or any such roads as are hereinbefore in Part III mentioned and all such water-courses, culverts and other things in and upon the same respectively or upon the said excepted lands on either side of the road firstly hereinbefore mentioned as he or they shall think necessary for any purpose whatsoever.

13. Liberty at any time during the term hereby granted to acquire from the lessee and to maintain and permit the public to make use of the whole or any portion or portions of any road or roads which may be constructed by the lessee on the said piece of land on repaying to the lessee such part of the premium or consideration for this lease as shall bear the same proportion to the whole as the area so acquired shall bear to the whole piece of land hereby demised together with the actual cost of constructing the road or portion or portions of road so acquired but without compensation for compulsory purchase.

To work mines.

14. Liberty to search for throughout the said piece of land, dig, get, dress, make merchantable and carry away the said excepted stone, clay, gravel, sand, brick-earth, gold, silver and other minerals and precious stones and to sink all necessary pits and shafts and make and erect all necessary erections, machinery, roads and other conveniences and things for the purpose.

To fell excepted trees.

15. Liberty to fell, cut and carry away from any part of the said piece of land which shall not have been opened any of the said excepted trees and to sell or otherwise dispose of the same.

16. Liberty to Government in addition to the right to cut excepted trees reserved by clause 15 hereof to select, fell and cut, subject to the right of the lessees to cut, fell and dispose of underwood trees and timber for building purposes referred to in clause 3 hereof, any other trees and carry away the same to depots adjoining Government roads at points to be fixed by the District Forest Officer in the manner provided in clauses 45, 46, 47 and 48 hereof from any

part of the said piece of land except such areas thereof as shall have been cleared for cultivation or as shall be situated within five chains from any such area or as shall be situated within five chains from a line drawn along the summit of any ridge.

The lessor making reasonable compensation.

17. The lessor doing as little damage as possible in and making to the lessee reasonable compensation for all damage occasioned by the exercise of all or any of the liberties hereinbefore reserved such compensation in case of dispute to be settled by the Collector.

To enter on uncultivated land for certain purposes.

18. Liberty to enter upon any part of the said piece of land not under actual cultivation for the purpose of passing through the same to any inspection bungalows and other buildings the property of the lessor and from such buildings to the nearest drinking water or for the purpose of making any inspection or for any other purpose which shall be specified in writing by the Collector.

19. Liberty to enter upon any part of the said piece of land whether cultivated or not cultivated for the purpose of making any inspection or survey or clearing of boundaries or demarcation of boundaries or to enquire into any offence against any law.

To resume lands.

20. And liberty to resume any part of the said piece of land that may be required for any public purpose.

Making compensation.

21. Making to the lessee by way of compensation a refund without interest of the said purchase money or sum of Rs. so paid by the lessee as hereinbefore is recited or a proportionate part thereof according to the area of the land which shall be so resumed and the rent or assessment paid by him on any part of the said piece of land which shall not have been opened and cleared and which shall be so resumed and at the rate of Rs. 100 per acre for so much of the said piece of land which shall be so resumed and which shall have been cultivated with coffee, tea, cocoa, cinchona, cardamoms, pepper or rubber for one year, at the rate of Rs. 200 per acre for so much thereof as shall have been so cultivated for two years, at the rate of Rs. 300 per acre for so much thereof as shall have been so cultivated for three years, at the rate of Rs. 400 per acre for so much thereof as shall have been so cultivated for four years and at the rate of Rs. 500 per acre for so much thereof as shall have been so cultivated for five years or for any longer period and in the case of so much of the said piece of land which shall be so resumed and which shall have been cultivated with any plantation product other than coffee, tea, cocoa, cinchona, cardamoms, pepper and rubber, the cost incurred by the lessee in clearing such land.

22. The existing and customary rights of Government or other Proprietors and of the Public in existing roads and paths and streams and all rights of Government in and control over head-waters, water-falls and streams respectively running through or bounding or affecting in any way the lands by these presents demised are hereby reserved and are in no way affected by these presents or anything herein contained.

Part V.—Rents.

Reddendum.

23. The lessee yielding and paying during the demise on or before the first day of March in every year to the Collector for and on behalf of the lessor for so much of the said piece of land as shall not consist of public roads or branch roads accepted by the Collector as such the rents or sums following.

Of certain rent during first five years.

24. During the first five years of the said term the certain yearly rent of rupees being at the rate of eight annas for every acre (and so in proportion for any less quantity) of the said piece of land other than the said excepted land by equal yearly payments on or before the first day of March in every year for the year ending the 31st day of March.

Additional yearly rents.

25. The additional yearly rents following during the sixth and subsequent years of the said term that is to say—

26. Two rupees per acre on the undermentioned proportions of the said piece of land (other than as aforesaid) that is to say—

6th year on six hundredths
7th " " twelve hundredths
8th " " eighteen hundredths
9th " " twenty-four hundredths
10th " " thirty hundredths
11th " " thirty-six hundredths
12th " " forty-two hundredths
13th " " forty-eight hundredths
14th " " fifty-four hundredths
15th and subsequent years sixty hundredths

and eight annas in addition thereto in respect of every acre (and so in proportion for any less quantity) of the remainder of the said piece of land other than as aforesaid.

27. The said additional rents to be paid yearly on the days aforesaid and the first payment thereof respectively to be made on such of the said yearly days as shall first occur after the event on which they are respectively made payable.

When to be paid.

28. AND yielding and paying to the Collector, for and on behalf of the lessee or owner of the land through which any branch roads may be constructed, such compensation as shall be fixed by the Collector for any land belonging to any other lessee or owner of land in the neighbourhood of the said piece of land hereby demised as may be required for all or any branch roads which shall be constructed by the lessee in or through any such lands of any such other lessee or owner in the neighbourhood of the said piece of land hereby demised.

Compensation.

29. And also yielding and paying during the demise on or before the first day of March in every year to the Collector, for and on behalf of the lessor, a further yearly rent or sum equal to the amount of the land-cess and village service-cess and any other cess which would or might be imposed, charged or assessed by law on the said piece of land if the same were land held under a ryotwari settlement, the amount of the rents hereinbefore reserved by paragraphs 23 to 27 inclusive being taken as the revenue payable to Government for the purpose of calculating such further yearly rent or sum provided always that such further rent or sum shall not be payable by the lessee if the said piece of land is by law already chargeable or shall during the demise become chargeable with land and village service-cess and other cesses payable by landholders under a ryotwari settlement.

30. All the said yearly rents and sums and compensation to be paid clear of all deductions.

Clear of deductions.

Part VI.—Provisions Relating to Rents.

31. The lessee hereby covenants with the lessor as follows.

32. To pay the said yearly rents, compensation and sums at the times and in manner hereinbefore appointed for payment thereof clear of all deductions.

To pay rents, etc.

33. An all existing and future taxes, rates, cesses, assessments and outgoings of every description for the time being payable in respect of or charged upon the said premises.

And taxes.

Part VII.—Covenants by Lessee.

34. And the lessee hereby covenants with the lessor.

35. To clear and cultivate the said piece of land or so much thereof as shall be fit for cultivation in a good and husband-like manner.

To cultivate in a husband-like manner.

36. Within six calendar months from the date of these presents to clear and demarcate the boundaries of the said piece of land to the satisfaction of the Collector and thereafter from time to time within three calendar months of the receipt by the lessee of any requisition in writing from the Collector so to do in like manner to clear and demarcate the said boundaries and that in default of the lessee so doing it shall be lawful for the District Forest Officer or any other officer authorized by the said District Forest Officer in this behalf to clear and demarcate the said boundaries at the expense of the lessee and that such expense together with a further sum equal to the amount thereof as and by way of compensation for each such case of default shall be recoverable from him in the same manner as the rents hereinbefore reserved are hereby made recoverable.

To demarcate boundaries.

37. To keep detailed and accurate accounts of the expenditure incurred by the lessee in transporting timber under the provisions of clause 4 hereof and to produce such accounts for inspection and check by the District Forest Officer whenever called upon to do so.

Acts Prohibited.

38. Not to destroy or interfere with any wild elephants which may enter or be upon the said piece of land except as provided in Madras Act I of 1873 or any subsisting statutory modification thereof.

Not to interfere with wild elephants.

39. Not to interfere with any member of any of the hill tribes of the Anamalai hills and in case the lessee shall find it necessary for the exercise of all or any of the rights or liberties granted to him by these presents to close any paths or ways upon the said piece of land ordinarily used by the members of such tribes to provide other paths or ways to the satisfaction of the Collector.

Nor with Hill tribes.

40. To pay to the lessor such sum not exceeding in the whole the sum of 4 rupees per annum for every acre (and so in proportion for any less quantity) of the said piece of land as shall be fixed by the Collector if and so often as the lessee shall assign or transfer any part of the said piece of land of less than 100 acres in extent.

To pay fine on transfers.

Stipulations in favour of the lessor.

41. To permit the lessor and all persons authorized by him or by the Government or any officer thereof at all reasonable times during the said term to enter upon the said piece of land for the purpose of exercising all or any of the rights and liberties hereinbefore expressed to be hereby reserved.

To permit Lessor, etc., to enter.

Expiration of the lease.

42. To deliver up to the Collector on behalf of the lessor the said piece of land and all buildings, machinery and fixtures and all trees and plants growing and all roads thereon in all respects in such state and condition as shall be consistent with the due performance of the covenants and agreements herein contained.

To deliver up at the end of Lease.

Power of Re-entry.

43. If and whenever any part of the several rents, compensation or sums hereinbefore reserved or made payable by the lessee shall be in arrear and unpaid the same respectively together with interest thereon at the rate of 6 per cent per annum from due date shall be recoverable by the lessor under the provisions of Madras Act II of 1864 or any subsisting statutory modification thereof as arrears of land revenue and if and whenever any part of such rents, compensation or sums shall be in arrear and unpaid by a date to be fixed by the Collector or if and whenever there shall be a breach of any of the covenants or agreements by the lessee herein contained the Collector or any officer of the Government duly authorized by the Collector in writing may for and on behalf of the lessor re-enter upon any part of the said piece of land in the name of the whole and thereupon this lease shall absolutely determine.

Proviso for recovery of rent and for re-entry.

Part VIII.—Covenants by the lessor.

44. The lessor covenants with the lessee in manner following.

45. The District Forest Officer, before the cutting of any trees under the provisions of clause 16 hereof, shall first invite tenders for such cutting and removal of the trees.

46. If no such tenders are received or if the lowest rates tendered shall not be approved of by the District Forest Officer, such officer shall fix the rates at which such cutting and removal shall be effected.

47. The District Forest Officer shall then by a notice in writing give the lessee the option to fell and remove such trees at the lowest tendered rates if approved by the District Forest Officer or in default of such approval at the rates fixed by the District Forest Officer. In default of the lessee communicating in writing to the District Forest Officer within 14 days after the receipt of such notice, his election to exercise such option the Government may cut and remove the trees in any manner they may think fit.

48. The trees so cut and removed by the lessee under the foregoing provisions shall be sold by the Government or their officers by public auction (at which the Government and the lessee shall be entitled to bid) on a date or dates to be fixed and notified to the lessee by the District Forest Officer and the proceeds of such sale or sales shall, after deducting therefrom the said cost of cutting and removal at the rates approved or fixed by the District Forest Officer as aforesaid be divided equally between the Government and the lessee provided that, if such proceeds shall be less than the said cost of cutting and removal, the lessee if he shall have undertaken the work of cutting and removal shall be entitled to be paid therefor at the rates at which the work shall have been offered to him as aforesaid but shall not be liable to contribute to the loss which shall have been incurred.

49. To permit the lessee on his paying the several rents compensation and sums hereinbefore reserved or made payable by him and performing and observing the several covenants by the lessee herein contained peaceably to hold and enjoy the said premises during the lease without interruption by the lessor or any person claiming under him.

For quiet enjoyment by the lessee.

50. To permit the lessee at any time during the said term, he having paid the said several rents and sums hereby reserved or made payable and having performed the several agreements on his part hereinbefore contained respectively up to the time of the surrender, to surrender all the leased premises but not any part thereof to the lessor at the expiration of twelve calendar months' notice in writing to the Collector of the intention of the lessee so to do.

To permit the lessee to surrender

51. That if the lessee shall be desirous of taking a renewed lease of the said premises for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall, prior to the expiration of the said last-mentioned term, give to the Collector, six calendar months' notice in writing and shall pay the rents and sums of money hereby reserved or made payable and perform the several covenants and agreements on the part of the lessee herein contained up to the expiration of the said term hereby granted upon the request and at the cost of the lessee to execute and deliver or cause to be executed and delivered to the lessee a renewed lease of the said premises for the *further term of thirty years* at such modified or enhanced yearly rent or rents as the Government acting for and on behalf of the lessor may in their discretion see fit to determine and under and subject to the same provisos and covenants and agreements as are herein contained other than this present covenant provided that the enhanced rents do not exceed rupees four per acre on sixty per cent of the area and annas eight on the balance.

To renew.

Part IX.—Mutual Covenants.

52. All timber selected and transported by the lessee under the provisions of clause 4 hereof shall be sold by the Government or their officers by public auction (at which both the Government and the lessee shall have the right to bid) on dates to be fixed by the District Forest Officer and notified to the lessee and the proceeds of such sale shall after payment thereout of the actual cost of transport has been made to the lessee be divided equally between the Government and the lessee provided that if such proceeds shall be less than the actual cost of transport the lessee shall be entitled to the whole of such proceeds and to such proceeds only.

53. Provided always and it is hereby agreed and declared by and between the parties hereto that in case it shall be discovered at any time during the continuance of this lease that the area of the land hereby demised is more than 2 per cent or one acre whichever is greater above that stated in the schedule hereto the lessee will pay to the lessor at the rate of Rs. per acre for such excess area and will also pay the rent for the same at the rates and times and according to the covenants and conditions herein contained as from the day of 192 during the remainder of this lease AND in case it shall be discovered at any time during the continuance of this demise that the area of the land hereby demised is more than 2 per cent or one acre whichever is greater less than that stated in the Schedule hereto the lessor will repay to the lessee at the rate of Rs. per acre for such smaller area and also the rent which has been paid thereon up to the date of such discovery and the lessee shall for the remainder of the said lease pay the rent on the reduced area only.

54. If and whenever any dispute or question shall arise between the lessor or the Government and the lessee as to what portions (if any) of the said piece of land are "cleared," "opened," "unopened" or "cultivated" as the case may be or as to the nature of the cultivation of any part thereof so as to entitle the lessee to compensation under clause 21 hereof or as to the compensation which the lessee shall pay under paragraph 28 hereof or the rate or amount of any such compensation or if and whenever any dispute or question shall arise between the lessee and the lessee or lessees of any lands adjacent to the said piece of land hereby leased then and in any such case the matter in difference shall be referred to the Collector whose decision thereon shall be final.

Arbitration clause.

The second Schedule above Referred to

Mattipal (Ailanthus malabarica).
Ginger.
Dammer—three qualities (Canarium strictum).
White dammer (Vateria Indica).
Saffron.
Soapnut.
Gallnuts.
Thethankottai (Strychnos potatorum).
Indian mulberry.
Honey.
Wax.
Deer and sambur horns.
Elephants' tusks.
Rattans.
Sikoi (Acacia concinnna).
Cassia or cinnamon buds.

The third Schedule above Referred to

Tectona grandis (Teak).
Dalbergia latifolia (Rosewood).
Pterocarpus marsupium (Vengai).
Lagerstroemia microcarpa (Venteak).
Artocarpus integrifolia (Jack).
Artocarpus hirsuta (Wild jack).
Terminalia paniculata
Terminalia tomentosa.
Diospyros ebenum.
Acrocarpus fraxinifolius.
Calophyllum elatum.
Cinnamomum zeylanicum.

Signed by the abovenamed

in the presence of

Signed by the abovenamed

in the presence of

Order—No. 181. Revenue (Special), dated 2nd February 1921.

Forest No. 5.

The Government sanction the renewal of the lease of the Honnametti estate in the Gundila valley of the Kollegal division in the Coimbatore district in favour of Mr. R. C. Morris for a further period of thirty years, from the date of the expiry of the present lease in 1927, on an annual rental of Rs. 3 per acre. The lease will cover the additional extent of 25 acres leased in his favour by the Board of Revenue in its Proceedings No. 80, dated 31st January 1919.

2. The renewal of the lease will be subject to the terms of the model lease used in respect of the Anamalai lands, with the following modifications :—

(i) Clauses 9, 15, 16, 45, 46, 47 and 48 of the model lease which refer to trees will be omitted.

(ii) The first part of clause 36 relating to the demarcation of boundaries will be omitted.

(iii) Clauses 51 and 53 of the model lease will be omitted.

(By order of the Governor in Council)

J. M. Turing,
Tempy. Addl. Secy. to Govt.

To the Chief Conservator of Forests.

NOTES CONNECTED WITH G.O. No. 181, REVENUE (SPECIAL), DATED 2ND FEBRUARY 1921.

[SUBJECT.—*Lease of the Honnametti estate.*]

Previous papers :

G.O. 3334,	*Revenue,*	10*th December*	1908.
,, 336	,,	25*th March*	1909.
,, 39	,,	6*th January*	1910.
,, 322	,,	3*rd February*	1911.
,, 2969	,,	3*rd October*	1912.

REVENUE (SPECIAL) DEPARTMENT.

From the Chief Conservator of Forests, Ref. No. 2754/20-1, *dated* 10*th November* 1920.

The Chief Conservator of Forests submits to Government for orders the question of the renewal of the lease of the Honnametti estate to Mr. R. C. Morris from the date of the expiry of the present lease in 1927.

2. The circumstances relating to the lease of the estate are fully set forth in paragraphs 2 to 4 of the Chief Conservator's letter in the file relating to lease of land to Mr. A. P. Kinlock (C. No. 912-I), a perusal of which is solicited. It will be seen therefrom that the lease was granted by the Collector with the approval of the Board. The points for consideration now are—

(i) whether the lease may be renewed, and, if so,

(ii) the terms on which it may be renewed.

3. *Point* (*i*), *whether the lease may be renewed.*—It would appear from the Chief Conservator's letter in the other file referred to above that when in 1911 the lessee applied for a revision of the lease, the Board was inclined *to terminate the lease* even before the period of its expiry for the following reasons :—

(i) The lessee had contravened the lease by planting coffee instead of rubber.

(ii) The necessity for the protection of the Gundila river, an important irrigation source in the taluk, and

(iii) The conservancy of the Sholá forests adjoining the estate.

The Board desisted from carrying out its intention only because legal opinion was against such a course.

The Board said that the concession to substitute coffee for rubber meant no promise of extension of lease and that this should be distinctly understood.

K.N.R.

The first reason could not be important, but the second and third reasons must have been of great weight in 1911 to have induced the Board to consider the question of the termination of the lease.

From paragraph 4 of the Chief Conservator's letter in the other file referred to above, it is seen that the Conservator thinks that the land is of no use to the Forest Department and that the formation of a coffee estate is good both for the country and for the adjoining evergreen Shola forests in the direction of fire protection. Neither the Conservator nor the Chief Conservator has anywhere stated whether the reasons which carried so much weight with the Board in 1911 hold good now and if the continuance of the lease will interfere with the protection of the Gundila river. For orders whether a reference need be made to the Chief Conservator on the point.

The Chief Conservator's report in his current letter shows that the estate was fully developed and that forest growth was all removed. In order to serve as a protection to the Gundila river, forest shall have to be grown afresh after the termination of the lease.

K.N.R.

On the other hand there is the fact that the lessee has sunk a large amount of capital in developing the estate and to deprive him of the benefit of his money and labour will be a great hardship. It is for orders whether the Government will agree to the renewal of the lease.

I agree with Chief Conservator.
J.M.T.
L.D.

4. *Point (ii)—the terms on which the lease may be renewed.*—The Collector and the Chief Conservator consider that, in renewing the lease, the model lease used in respect of the Anamalai lands may be adopted with some slight modifications. Submitted that the Government may agree with them.

J.M.T.
L.D.

There is difference of opinion between the Collector and the Chief Conservator in regard to a few points which are submitted for orders :—

(1) *The period for which the lease should be renewed.*—The Collector considers that the lease may be renewed for a period of 40 years. The Chief Conservator considers that it would suffice if the renewal is for a further period of 30 years only. For orders whether the Government will agree with the Chief Conservator.

The Collector also said 30 years but preferred 40 to make it the same as for Anamalai leases.
K.N.R.
J.M.T.
L.D.

(2) *Rent.*—The Collector and the Chief Conservator agree that the rent may be fixed at Rs. 2 per acre for the extension period of 30 years. Attention is solicited to the working sheet below which explains the Collector's statement in paragraph 4 of his letter.

The Collector states that Mr. Morris is prepared to pay Rs. 4 per acre on the whole extent and he thinks that this charge would not be excessive. If it is thought that this rate is too high, it is for orders whether the Chief Conservator's proposal will be approved.

Considering the fact that the initial payment on this estate was only Rs. 5 per acre as compared with Rs. 25 for Anamalais, and as the Collector states that Rs. 4 per acre is not excessive and as the lessee agrees to pay Rs. 4, it is for decision if the Chief Conservator's recommendation should be adopted.
K.N.R.
Vide note below.
J.M.T.
L.D.

(3) *Liberty to plant.*—The Collector would permit the lessee to cultivate coffee, cardamoms, pepper and rubber only. The Chief Conservator would not restrict the owner's discretion. He would permit him to cultivate all the crops allowed in the Anamalais lease, namely, coffee, tea, cocoa, cinchona, cardamoms, pepper, rubber and other plantation products. For orders whether the Government will agree with the Chief Conservator.

J.M.T.
L.D.

(4) *Cutting trees.*—The Collector would prevent the lessee from cutting certain excepted trees to be mentioned in the schedule. The Chief Conservator considers that these restrictions are not suitable to Mr. Morris' estate and would therefore cut out all reference to trees. Submitted that the Government may agree with the Chief Conservator.

J.M.T.
L.D.

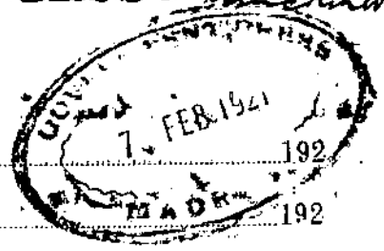
(5) *Demarcation of boundaries.*—The Collector would omit clause 36 of the model lease relating to demarcation of boundaries. The Chief Conservator says that he would omit the first part of the clause and retain the rest of the clause. Submitted that the Government may agree with him.

J.M.T.
L.D.

Scott. II-10 (c)—35,106—9-2-20.

Revenue DEPARTMENT.

Assets. Lease - Hannanthi estate Kollegal div^n Coimbatore district — renewal by Rc Morris granted sanctioned.



READ AGAIN G.O. No. ....., dated 192

" " " " ..... " 192

READ ALSO:—

No. 14541 From the Le: C. of Forests ; No. 2754/20 dated 10-11- 1920.

" " " " " " " " 192.

" " " " " " " " 192.

Received in fair copying section 2-2-21.
Copied. M.R.V. 2-2-21.
Examined. PPH 2.2.21
Signed. 2.2.21
Despatched. 83 2.2.21

ORDER.

No. 181, dated 2.2. 1921.

[Fr 100 5]

The Govt sanction the renewal of the lease of the Hannanthi estate in the Sundila valley of the Kollegal division in the Coimbatore district in favour of Mr Rc. Morres for a further period of ~~30~~ thirty years, from the date of the expiry of the present lease in 1927, on an annual rental of Rs 3/- per acre. The lease will cover the additional extent of 25 acres leased in his favour by the Board of Revenue in its proceedings No 80 dated 31-1-19.

2. The renewal of the lease will be subject to the terms of the Model lease used in respect of the Anamalai lands, with the following modifications.

(i) Clauses 9, 15, 16, 45, 46 47 and 48 of the Model Lease which refer to trees will be omitted.

(ii) The first part of the clause 36 relating to the demarcation of boundaries will be omitted.

(iii) Clauses 51 and 53 of the Model lease will be omitted.

T.D.V
8.2.21 LRR
1-2-21.

KWB
2.2.21

JH
2.2.21

I [illegible]
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To the C.C. of Forests

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DEST[illegible]
19 MAR 1921